DECISION

THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-209763 **DATE:** March 21, 1983

MATTER OF: Jeffrey Israel - Security Deposit Reimbursement and Weekend Return Travel

DIGEST:

1. An employee, who was on a temporary duty assignment scheduled to last for approximately 6 months, received instructions that any apartment rented should only be on a month-to-month basis. However, he signed a 1-year lease, and when his assignment was terminated prior to the expiration of the lease term and he vacated the apartment prematurely, he forfeited a $700 security deposit. The employee may not be reimbursed the $700 security deposit since the employee acted unreasonably in signing a 1-year lease in these circumstances.

2. An employee was on temporary duty assignment at Houston, Texas. He traveled to Miami, Florida, on the Thanksgiving holiday weekend for personal reasons instead of to his official duty station in Philadelphia, Pennsylvania. The employee may not be reimbursed his transportation expenses to and from Miami since such travel was not to the employee's headquarters or place of abode as required for weekend return travel under the Federal Travel Regulations.

3. An employee on temporary duty in Houston, Texas, claims meals and cab fares to obtain meals while in Miami, Florida, during a holiday weekend. Cab fares may not be paid under para. 1-2.3b of the Federal Travel Regulations where, for reasons of personal preference and not due to the nature of the temporary duty assignment, the employee obtains lodgings or meals in distant locations.

4. An employee, who submitted a voucher for meals incident to his return travel to his headquarters, submitted a reclaim voucher for additional reimbursement based on a flat figure of $14.95 for each meal each day. The reclaim voucher does not clearly identify daily expenditures for meals, and, therefore, may not be paid under the applicable regulations. The payment based on the original voucher need not be recouped absent evidence of an intention to defraud the Government.

This is in response to a letter submitted by Mr. David L. Marks, Jr., an authorized certifying officer, Department of Energy, requesting a decision on whether the reclaim vouchers submitted by Mr. Jeffrey Israel may be paid. Mr. Israel claims that he is entitled to be reimbursed for a forfeited security deposit in the amount of $700 and for the cost of a round-trip airline ticket from Houston, Texas, to Miami, Florida. For the reasons which follow, we find that Mr. Israel was properly denied reimbursement for these items.

Mr. Israel was employed by the Office of Special Counsel, Department of Energy, and was stationed in Philadelphia, Pennsylvania. In May 1981, Mr. Israel was assigned to temporary duty (TDY) in Houston, Texas. A travel authorization was issued in July 1981, and, since the detail was expected to last at least 6 months, Mr. Israel was encouraged to seek an apartment. In a memorandum issued by the Director of Field Operations to all detailed employees, including Mr. Israel, it was emphasized that any apartment rented should only be on a month-to-month basis.

Mr. Israel initially rented a one-bedroom, 750-square-foot apartment. On October 8, 1981, Mr. Israel

moved from this apartment and signed a 1-year lease for a two-bedroom, 1367-square-foot townhouse. The lease agreement required Mr. Israel to pay a $700 security deposit which was refundable only upon the completion of the lease term and upon furnishing a 30-day written notice of intent to vacate.

On December 15, 1981, Mr. Israel was notified that his temporary assignment would be terminated, effective December 28, 1981. As a result, Mr. Israel was forced to vacate his apartment prior to the expiration of the lease term. The $700 security deposit was not refunded to him and Mr. Israel claimed this amount on his final travel voucher. The agency determined that Mr. Israel's action in entering the lease agreement was not prudent in light of the circumstances involved and disallowed Mr. Israel's claim.

Under the Federal Travel Regulations FPMR 101-7 (September 1981) (FTR), paragraphs 1-1.3a and 1-7.3, the use of lodgings at reduced rates for extended assignments is encouraged. In accordance with this policy, we have permitted employees to be reimbursed for reasonable lodging expenses incurred pursuant to TDY travel orders. In Rainey and Morse, 59 Comp. Gen. 612 (1980), we held that an employee could be reimbursed for a security deposit made in anticipation of an extended TDY assignment when the travel is cancelled and the deposit is forfeited. See also Stuart Weisberg, B-192026, October 11, 1978. Similarly, we have permitted employees to be reimbursed for prepaid rent where the temporary duty was unexpectedly shortened. Snodgrass and VanRonk, 59 Comp. Gen. 609 (1980). However, in each of these cases it was determined that the employee had acted reasonably in obtaining the accommodations .

On the basis of the record before us, we concur with the agency determination that Mr. Israel did not act reasonably in entering a 1-year lease agreement. The TDY assignment was only scheduled for approximately 6 months. Mr. Israel acknowledges that he received a copy of the memorandum sent by the Director of Field Operations which explicitly stated that a lease should not be for more than

a month-to-month basis. In these circumstances, we find that Mr. Israel did not exercise the same degree of care that a prudent person would when traveling on personal business. See FTR paragraph 1-1.3a.

Accordingly, the reclaim voucher submitted by Mr. Israel in the amount of $700 may not be certified for payment. Furthermore, we point out that there is no authority which would permit Mr. Israel to prorate the security deposit over the length of his actual temporary duty stay. We had in the past permitted employees to recover prepaid rent on a prorated basis where the temporary duty assignment was unexpectedly cut short. Texas C. Ching, B-188924, June 15, 1977. However, we no longer follow this rule, and, in any event, this rule only applied where the employee had acted reasonably in securing the accommodations. Snodgrass and VanRonk, supra.

Mr. Israel also claims $250 for the cost of a round trip airline ticket from Houston, Texas, to Miami, Florida, over the Thanksgiving holiday. Mr. Israel elected to travel to Miami, Florida, rather than returning to his residence in Philadelphia, Pennsylvania.

Under the authority of FTR paragraphs 1-7.5c and 1-8.4f, an employee on TDY may voluntarily return on non-workdays to his official station or place of abode and be reimbursed for transportation and per diem not to exceed the per diem and travel expenses which would have been allowed had the employee remained at his TDY station. However, we have held that where an employee travels to a location other than his headquarters or residence, the provision in FTR paragraph 1-8.4f for reimbursement of round trip transportation and actual subsistence enroute does not come into play. Philip J. Sullivan, B-205696, June 15, 1982, and Lewis T. Moore, B-198827, August 3, 1981. Mr. Israel's trip to Miami was to a location other than his headquarters or residence and, accordingly, he may not be reimbursed for the transportation costs incurred. His entitlement to per diem or actual

subsistence expenses continues unless otherwise restricted under the Federal Travel Regulations. Sullivan, supra, and Moore, supra.

Mr. Israel also submitted two additional claims in an attempt to reduce his indebtedness. First, Mr. Israel claims $92 in taxi fares for travel between his lodgings and food facilities while on his trip to Miami, Florida. It appears that Mr. Israel resided in free accommodations at Miami which were provided as an incentive to purchase property in that area. However, Mr. Israel states that the nearest restaurants were 7 miles away.

Paragraph 1-2.3b of the FTR authorizes the payment of cab fares to places where meals are obtained only where the nature and location of the work at the TDY station is such that suitable meals cannot be obtained there. The approval of such reimbursement is discretionary with the agency, and our decisions have generally denied reimbursement if lodgings are available within walking distance of restaurants and for reasons of personal preference, the employee obtains lodgings or meals in distant locations. Reuben Yudkowsky, B-202411, December 1, 1981, and Hebert and Brindle, B-190657, May 19, 1978. Based on the record before us, we find no basis to allow payment under paragraph 1-2.3b of the FTR. Second, Mr. Israel claims that $192 was improperly deducted from the expenses he claimed on his return trip to Philadelphia, Pennsylvania. Initially, Mr. Israel's claim for travel and subsistence to return to his post of duty by privately owned vehicle (POV) was reduced to an amount not to exceed the cost of travel by common carrier ($192). Subsequently, however, a determination was made that the return trip to Philadelphia by POV was advantageous to the Government and Mr. Israel's claim for travel and subsistence was allowed in full. Since Mr. Israel had previously been credited $192 for travel for his return trip, this amount was subtracted from the amount due Mr. Israel to determine the net amount he was entitled to receive. Mr. Israel's indebtedness has been reduced accordingly.

Finally, we note that Mr. Israel's reclaim voucher for his return trip to Philadelphia claims $22.70 in additional subsistence expenses above what was claimed in his original voucher. In the reclaim voucher, it appears that Mr. Israel claimed a flat amount of $14.95 for breakfast, lunch, and dinner as opposed to itemizing actual daily expenditures for those meals. See FTR paragraph 1-8.5. We find that the additional expenses claimed may not be paid in the absence of evidence clearly identifying daily expenditures for meals. James L. Palmer, 56 Comp. Gen. 40 (1976). However, since the facts do not show that Mr. Israel intended to defraud the Government, the amount paid on the original voucher need not be recouped. See Eric C. Nielson, B-195380, December 5, 1979.

In accordance with the above, we concur with the agency's action in disallowing these claims.

for Milton J. Socolar
Comptroller General
of the United States